

Request for Bid

Snow Crest Restoration Project

The Truckee River Watershed Council is seeking construction bids for the Snow Crest Restoration Project

Lead: Truckee River Watershed Council

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Amendments to this Request for Bid will be posted on www.truckeeriverwc.org within the “news” section and distributed through our weekly E-Currents newsletter. Please subscribe to our E-Currents newsletter by clicking “Subscribe” link in lower left corner of our webpage.

TRWC will be releasing several Requests For Proposals (RFP) and Requests For Bids (RFB) for restoration design, construction, environmental compliance, permit assistance, and the like. We appreciate that some firms may wish to respond to multiple RFPs & RFBs. To help with proposal and bid preparation, we offer the following:

1. **Responding to Multiple RFPs/RFBs.** Firms may respond to multiple RFPs and RFBs. In the vast majority of our projects, a firm will not be prevented from bidding on future work if they participate in current work. In the rare case where this prohibition exists, we will state the prohibition in the current RFP/RFB.
2. **Lead Firm vs. Subcontracted Firm.** We understand and accept a given firm may be the lead in one response and a subcontractor in another response.
3. **Respond to Each RFP/RFB.** Each of our projects has a unique combination of partners, stakeholders, funders, constraints, opportunities, and timelines. Due to the characteristics of each project, we purposely release separate RFPs/RFBs. Firms must submit a response to each RFP or RFB to be considered. While we appreciate that a firm might be able to offer efficiencies if we combined projects, the unique set of characteristics of each project prevent us from combining projects more than has already been done.
4. **Repeating Information Across Multiple Responses.** We understand and accept that information about the firm, its staff, past work, references, work approach, and the like may be repeated, perhaps even word for word, across multiple responses.

A. PROJECT DESCRIPTION

The lead for the project is Truckee River Watershed Council (TRWC). Project partners include:

- Alpine Springs County Water District (ASCWD)
- U.S. Forest Service - Tahoe National Forest (USFS)
- A private landowner

Purpose. The purpose of the Snow Crest restoration project is to restore two acres of degraded montane meadow, and protect and enhance the 30-acre Bear Creek Lower Meadow. This will re-establish hydrologic connectivity, restore riparian habitat, improve water quality, and increase resilience against climate change.

Location. The project is located in Alpine Meadows in unincorporated Placer County, CA approximately 3.5 miles north of Tahoe City, CA. Work takes place on an unnamed, spring-fed tributary (referred to here as “Snow Crest Tributary”) to Bear Creek in the Middle Truckee River watershed. Work is primarily on land owned by ASCWD and USFS, with additional work on property owned by a private landowner. Access to the project is via Alpine Meadows Road and Snow Crest Road.

Project Overview. The project was identified for restoration through the Bear Creek Watershed Assessment (Attachment 3). Currently, an abandoned road grade and sewer line crisscross a small meadow. These man-made features eliminate the naturally diffuse flow from multiple spring-fed tributaries and concentrate flow into a single incised channel. The accumulated spring water, in addition to stormwater inputs, flows into a single culvert under Alpine Meadows Road and discharges onto the Bear Creek Lower Meadow on USFS land. The concentrated flow from the culvert has incised the tributary channel 1 to 3 feet below the meadow surface, and is the source of ongoing erosion and excess sediment delivery to Bear Creek.

The Snow Crest project site is directly upstream of the recently completed 30-acre Bear Creek Lower Meadow Restoration. Incision of the Snow Crest Tributary is one of the biggest threats to the ongoing success of the Lower Meadow project. If flow inputs are not addressed and the tributary channel is not stabilized, it has the potential to unravel an important portion of the larger restoration, threatening long-term water quality and habitat sustainability.

Schedule. Construction is scheduled to start September 1, 2023 and be completed by October 1, 2023. Construction is anticipated to take 3-4 weeks

Work. Attachment 1 contains the 100% Design Plans for the Snow Crest Tributary Restoration. The Design Basis Memo is included as Attachment 2.

Implementation actions generally include:

- Install and maintain Best Management Practices;
- Establish staging area and access road;
- Install Dewatering and Diversion System;
- Salvage and stockpile any vegetation from construction areas;
- Remove the abandoned road grade to uncover the original meadow surface and reconnect natural flow paths;
- Selectively breach the road fill over the sewer line to maximize flow dispersal to the meadow beyond;
- Encase water main in concrete to protect infrastructure;
- Partially fill the incised channel with log pyramids and slash to increase floodplain connectivity, raise groundwater levels, promote aggradation and improve water retention;
- Install flow dispersal logs, debris jams, sod strips, willow fascines and pilot swales to spread the flows and promote sheet flow;
- Revegetate and with salvaged materials, native seed and mulch to stabilize disturbed areas,

further slow and spread surface water, and enhance hydrologic support for meadow and riparian vegetation and sediment retention.

- Off-haul excess material.
- Demobilization.

It is anticipated that most of the native materials will be generated on-site, though some may need to be imported.

Refer to Attachment 1 for construction details, typicals of project features, material requirements, staging, access, etc.

Stream diversion/dewatering. Construction activity will take place in September when base flows will be at their lowest. Diversion and dewatering will be necessary to ensure water quality protection. Dewatering will likely consist of two phases with phase 1 diverting streamflow and discharging on the south of Alpine Meadows Road and phase 2 pumping streamflow from the north of Alpine Meadows Road and discharging roughly 25 feet downstream.

The contractor shall provide a Diversion and Dewatering Plan (DDP) for approval no later than 10 days before mobilization when site conditions are known. The DDP shall include descriptions of the installation and decommissioning sequences of the dewatering system components, how accumulated water in the work areas (groundwater seepage, stormwater or leakage) will be accommodated, and energy dissipation and sediment control structure at the discharge point.

Traffic Control. Portions of work will encroach into Placer County Right of Way and require an Encroachment Permit and Traffic Control Plan.

Permits and Environmental Compliance. The Project is covered by a number of regulatory permits and environmental compliance documents. These include:

- CEQA Categorical Exemption 15333 for Small Habitat Restoration
- NEPA Categorical Exclusion (USFS) for the Bear Creek Lower Meadow and Stream Restoration Project (Attachment 4)
- USACE Section 404 Nationwide permit;
- Lahontan Regional Water Quality Control Board Section 401 Water Quality Certification;
- State Water Resources Control Board NPDES Construction General Permit;
- California Dept. of Fish and Wildlife Section 1602 Streambed Alteration Agreement;
- Placer County Grading Permit; and
- Placer County Encroachment Permit.

The NEPA document pertains only to the portion of work on USFS land and is included in this bid package (Attachment 4). Other permits will be made available to the selected contractor.

Construction Oversight. Work will be observed by the Engineer or Engineer's Representative. All parts of this project, including site preparation, earthwork, structure construction, and revegetation are subject to field design or refinement by the Engineer or Engineer's Representative, according to field conditions. USFS staff will provide additional monitoring and oversight, as necessary.

Expected Project Schedule

Task	Date
On-site pre-bid meeting (mandatory)	September 19, 2022
Deadline for requests for additional information	September 22, 2022
Response to requests for additional information	September 26, 2022
Bids due	September 29, 2022
Interviews	October 10, 2022
Contract award	October 14, 2022

Construction start	September 1, 2023
Construction completion	October 1, 2023
Maintenance/warranty period completion	October 31, 2024

B. WORK REQUIREMENTS

Work Schedule. The Work Schedule will be established between Contractor and TRWC. In either case, the work is expected to continue until the project is completed. No overtime charges will be accommodated.

Permits and Environmental Compliance. The Contractor shall be responsible for complying with the requirements of and maintaining on-site copies of all project permits and compliance documents during construction.

Staging and Access. Staging and access will be limited to areas shown on the Design Plans (Attachment 1). Any proposed deviations from these areas must be approved by TRWC.

Traffic Control Plan. The Contractor shall be responsible for compliance with the Placer County Encroachment Permit, including all traffic control requirements and submittals necessary.

The project site is in a residential area on moderately trafficked roads. In order to ensure public safety, the contractor shall submit a Traffic Control Plan no later than 48 hours prior to mobilization. If lane closures are proposed, the contractor shall submit the plan no later than 2 weeks prior to mobilization.

Equipment. Contractor must provide equipment in excellent operating condition. No leaks of any size will be allowed. Contractor will be required to secure replacement equipment if any equipment is inoperable for two (2) days or longer. Failure to perform these requirements is grounds for contract termination.

All equipment will be pressure washed prior to mobilizing to the site to remove any vegetative matter, soil, or other organic matter to prevent the spread of noxious weeds. Any equipment that leaves the site must be cleaned again before re-entry.

Contractor will be required to provide all fuel, servicing and repairs to maintain equipment in operating condition. The Contractor shall fuel equipment at areas designated by the Engineer or Engineer's Representative. When fueling must be done at a construction area, the Contractor shall designate a site(s) and obtain approval from the project Engineer. All fueling, servicing, and repairs will be done in designated fueling areas at a minimum of 50 feet from any water surface or drainage area to prevent accidental petroleum discharge in riparian and other sensitive areas.

Water quality concerns require that equipment be free of all operating fluid leaks. The Contractor will be required to submit a spill prevention plan prior to mobilization and is required to have the appropriate materials on-site to clean up any spills that may occur.

Spark arresters will be required on equipment for fire prevention. The Contractor will follow USFS Activity Level restrictions as related to fire.

Personnel. No change in personnel will occur without written agreement between the Contractor and TRWC. TRWC reserves the right to have Contractor replace a non-performing operator.

Materials. All materials to be used in the project must meet the specifications stated in the specifications included in Attachment 1. The Engineer's Representative will approve all Contractor-provided materials prior to installation.

C. MANDATORY PRE-BID MEETING

A **mandatory** pre-bid meeting will be held on-site, Monday, September 19, 2022. The pre-bid meeting will be from 9-11 AM. Attendance at the pre-bid meeting is a prerequisite for submitting a bid.

D. REQUESTS FOR ADDITIONAL INFORMATION

Requests for additional information or clarifications will be accepted after the pre-bid meeting (Section C) and shall be submitted via e-mail to Michele Prestowitz at mprestowitz@truckeeriverwc.org by NOON September 22, 2022.

Responses will be sent by Friday, September 26, 2022 via e-mail to all participants in the pre-bid meeting, posted at www.truckeeriverwc.org in the "News" section, and emailed in our weekly E-Currents newsletter.

E. BID SUBMISSION AND FORMAT

Bids must be received by 5PM on Thursday, September 29, 2022. Bids must be submitted electronically with the Bid Sheet in .xls format and all other materials contained in a single file in .pdf format. Send bids to: mprestowitz@truckeeriverwc.org.

Bids should include the following:

- Scope of work and approach. Outline the proposed technical approach to project activities including work sequencing and equipment. The approach should include discussion of all major project components including but not limited to Best Management Practices, earthwork, revegetation/site stabilization, and invasive weed control.
- Proposed project schedule
- Cost prepared on attached Bid Sheet (Attachment 5)
- Rate sheet
- List of relevant project experience, with photographs and contact information for references
- List of current certifications of staff assigned to project (e.g. Class A Contractor's license)
- Experience of project manager, superintendent, foreman, and operators assigned to project
- Exact specifications of equipment to be used
- If you have completed work or submitted proposals to work with TRWC before, please list the most recent project or proposal

Bids packages are limited to 40 pages, including all attachments.

F. BID PACKAGE AND EVALUATION

In the Bid Package, the Contractor shall document the following qualifying experience:

1. The Contractor shall have completed a minimum of three meadow restoration projects as prime contractor in the past ten years. Example projects must demonstrate significant earthwork in sensitive wetland areas, infrastructure protection, natural channel restoration, dewatering system implementation, and revegetation.
2. The Contractor's superintendent or foreman assigned to this project shall have at least three years' experience supervising restoration projects which included significant earthwork, site stabilization, and stream diversion.
3. State of California Class A General Engineering Contractor's license and Class C-27 Landscaping Contractor's license, both in good standing
4. Work experience – minimum three (3) example projects showing montane (>4000 feet elevation) meadow, floodplain, or riparian restoration work in the past 10 years. Submit a minimum of five

- (5) representative photographs showing operations for each project, including earthwork, revegetation, and site stabilization
5. The Contractor shall have demonstrable experience implementing restoration projects within budget that were subject to field fit and design modifications during implementation.

Bid Completeness. All sections of this bid package are important and must be addressed. Bids must be submitted for the entirety of the work as described in this RFB and its attachments.

Bid Evaluation. Bids will be evaluated on the basis of cost, project experience, past performance, qualifications of proposed equipment operators, integrity and capability of bidders, and probable level of service and convenience to TRWC. TRWC may conduct interviews with select Contractor(s) or teams based on their evaluation of bids.

If in the sole opinion of the TRWC, the Contractor does not meet the required qualifications the bid will be deemed non-responsive.

TRWC reserves the right to retain all bids for a period of 60 days for examination and comparison, and to delete any portion of work from the contract. TRWC reserves the right to reject any and all bids.

G. PAYMENT TERMS

Funding sources for this project allow invoices to be submitted once every 90 days (March 25, June 25, September 25, and December 15) for work completed. It is expected that payment can be made within 120 days of invoice(s) submittal; however payment will only be made to the Contractor once TRWC has received payment from the project funders. All efforts will be made by TRWC to expedite payment; however no interest will be paid on overdue payments.

H. CONTRACT REQUIREMENTS

Amendments. Once a contract has been executed, no changes to the agreed upon scope of work shall occur without written agreement between the Contractor and TRWC.

Bonding. Contractor must furnish a performance bond in favor of TRWC in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value for any contract over \$25,000 (Civ. Code, § 3247 et seq.; Pub. Contract Code, § 7103).

Insurance. Contractor must provide insurance certificates covering \$2 Million per Each Occurrence and no less than \$4 Million Aggregate showing the Truckee River Watershed Council, the Truckee Donner Land Trust, and the US Forest Service, as well as their principals, directors, employees, mortgagees, agents, representatives, successors, and assigns as special endorsements to be added to the insurance policy.

Indemnification. TRWC and Contractor agree they shall attempt to settle any dispute arising out of this contract, to include allegations of professional negligence, through communication and negotiation in the spirit of mutual friendship and cooperation. If the dispute cannot be resolved in this manner, Contractor, at its expense, shall indemnify, hold harmless, and when requested by TRWC to do so, defend TRWC, its officers, agents, and employees from any and all claims, demands or charges and from any loss or liability, including attorney's fees and expenses of litigation, resulting from negligence or carelessness on the part of the Contractor, its employees, or agents in the execution of the work or delivery of materials and supplies, by or on account of any act or omission of the Contractor, its employees or agents, including damage or destruction of any property or properties arising from, caused by or connected with the performance of work by Contractor, its agents, subcontractors and employees, and any failure to fulfill the terms of any laws or regulations which apply to the contract.

Prevailing Wage. California prevailing wage is required as established by the California Department of Industrial relations (<http://www.dir.ca.gov/public-works/prevailing-wage.html>). Where applicable, rates for Placer County will apply.

Qualifications. Contractor must possess a valid California Class A General Engineering Contractor's license and a valid California C-27 Landscaping Contractor's license.

TRWC cannot contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension"; or any individual or organization on USEPA's List of Violating Facilities (40 CFR, Part 31.35, Gov. Code, §4477). Subcontractors are also subject to this provision.

Audit. Auditors of the State of California will have the right to examine the records of the Contractor relative to the goods, services, equipment, materials, supplies, or other assistance provided to TRWC for the Project for a period of three years after project completion.

Disadvantaged Business Enterprises (DBE). The Contractor and its subcontractors must comply with 40 CFR § 33.301 and make good faith efforts to make information on forthcoming opportunities available to Disadvantaged Business Enterprises (DBE).

Lobbying. The Contractor shall not use Project Funds to engage in lobbying the federal or state governments or in litigation against the United States or the State.

Uniform Administrative Requirements. The Contractor shall follow the procurement procedures set forth at 2 CFR sections 200.318 to 200.326, including those requiring competition, when the Contractor acquires goods and services from contractors or consultants or awards any contracts in any way related to the Project.

Trafficking Victims Protection Act of 2000. The Contractor, its employees, subcontractors, and their employees may not engage in severe forms of trafficking in persons during the term of this Agreement, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Contractor must include this provision in its contracts and subcontracts under this Agreement. The Contractor must inform TRWC immediately of any information regarding a violation of the foregoing. The Contractor understands that failure to comply with this provision may subject TRWC to loss of federal funds. The Contractor agrees to compensate TRWC for any such funds lost due to its failure to comply with this condition, or the failure of its subcontractors to comply with this condition. TRWC may unilaterally terminate this Agreement if the Contractor that is a private entity is determined to have violated the foregoing.

Non-Discrimination. The Contractor and its subcontractors shall comply with all applicable civil rights statutes, regulations, and national policy requirements, including Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, section 13 of the CWA, Title IX of the Education Amendments of 1972 (including 40 CFR part 5), 40 CFR part 7, and Executive Order 13798 (2 CFR section 200.300).

I. ATTACHMENTS

Attachment 1. [Snow Crest Tributary Restoration 100% Design Plans](#)

Attachment 2. [Design Basis for the Snow Crest Tributary Restoration](#)

Attachment 3. [Bear Creek Watershed Assessment](#)

Attachment 4. [NEPA Categorical Exclusion for the Bear Creek Lower Meadow and Stream Restoration Project](#)

Attachment 5. [Snow Crest Restoration Bid Sheet](#)